

## COOPERATIVE OPERATIONAL AGREEMENT

This Agreement is entered into this 27<sup>th</sup> day of May 1992 by the LAKE COUNTY BOARD OF HEALTH ("Board of Health"), the LAKE COUNTY COMMUNITY HEALTH CENTER GOVERNING COUNCIL ("Governing Council"), and the LAKE COUNTY HEALTH DEPARTMENT to provide for operation, administration, and provision of certain primary care services in Lake County, Illinois.

### Preamble

The Board of Health is empowered by "An Act in relation to the establishment and maintenance of county and multiple-county public health departments", (55 IL Compiled Statutes, Sec. 5/5 - 25001 et seq. as now or hereafter amended) and will make application with the Lake County Community Health Center Governing Council for a Section 330 of the Public Health Service Act (42 U.S.C. 254c et seq. as now or hereafter amended) Grant for operating a Community Health Center from the U.S. Department of Health and Human Services ("HHS"). Pursuant to such funding by HHS, the Board of Health wishes to give support to the Governing Council, established as an extension of the Lake County Health Department as a public, not-for-profit entity, and recognizes its powers, privileges, and functions as contained herein.

NOW THEREFORE, the Board of Health, Governing Council and the Lake County Health Department hereby agree:

- (1) Governing Board. The Governing Council shall act as a governing board for the Section 330 Center in accordance with the terms of this Agreement and the Bylaws as adopted by the Board of Health and the Governing Council.
- (2) Joint Application. The Board of Health and the Governing Council will take such actions as are required to make application for the Section 330 Grant to name the Board of Health and the Governing Council as co-applicants.
- (3) Operation of the Center
  - a. The Governing Council shall cause the Center to be operated in accordance with the terms and conditions of the HHS Notice of Grant Award and any modifications thereof, and specifically in accordance with the requirements of 42 CFR Part 51c subpart C.
  - b. All current personnel shall be employees of the Lake County Health Department, which shall be responsible for the payment of wages, fringe benefits, workers' compensation, and unemployment compensation.
  - c. Title to all assets obtained with Section 330 Grant funds shall be vested in the Lake County Health Department for the use and benefit of the Center. In the

event of termination of this Agreement, the Health Department shall transfer such assets to an organization designated by HHS.

- d. The Governing Council shall establish such policies for health care delivery, including those dealing with the scope and availability of services, location and hours of services and quality of care audit procedures, as are consistent with the Grant Application, Notice of Grant Award, applicable Federal, state, and local regulations, and such Board of Health directives as long as such directives do not limit the specific authority granted by this subsection.
  - e. Section 330 Grant funds shall be disbursed by the Lake County Health Department in accordance with the federally approved budget. No disbursement shall be made other than as set forth in the budget without prior approval of the Governing Council and Board of Health, and any Section 330 Grant funds remaining after the end of the fiscal year shall be disbursed at the direction of the granting authority.
  - f. The Governing Council shall make its records available for inspection at all reasonable times upon request by the Board of Health or its duly authorized agent or representative.
- (4) Executive Director. The Center's Executive Director, also the Executive Director of the Lake County Health Department, shall be responsible for its management and operation. The Governing Council and Board of Health shall have the authority to suspend, remove, appoint and/or reappoint a person to the position of Executive Director in accordance with the personnel policies of the Lake County Health Department. The Governing Council further participates in the annual performance evaluation of the Executive Director to be conducted in accordance with Bureau of Primary Health Care (BPHC) Program Expectations and Lake County Health Department personnel policies.
- (5) Personnel Policies. Personnel policies and procedures of the Center shall be those adopted by the Lake County Health Department for its employees. The Governing Council may make recommendations as are necessary.
- (6) Financial Reports. The Executive Director or his designee(s) shall be responsible for maintaining such financial records and making such reports as are required by the HHS in the administration of the Section 330 Grant and shall provide the Governing Council and the Board of Health with copies of all reports filed with any government agency.
- (7) Financial Plan and Budget. The Executive Director and Director of Finance shall prepare a budget and financial plan for each fiscal year, which shall be reviewed and approved jointly by the Governing Council and the Board of Health prior to submission to any government or funding agency.

- (8) Charity Policy. The Governing Council shall establish charges for services rendered by the Center in accordance with the provisions contained in 42 CFR 51c.303 (f) and Board of Health approved fee policies.
- (9) Evaluations. The Governing Council shall conduct such ongoing evaluations of areas of the Center's operation as it deems appropriate including, but not limited to, services utilization, productivity, patient satisfaction, and achievement of project objectives. The Governing Council shall adopt procedures for resolving patient grievances.
- (10) Termination. If the Governing Council and the Board of Health no longer receive funding under Section 330 of the Public Health Services Act or any successor to substitute act (s), this Agreement shall terminate. Any party may terminate this Agreement upon 60 days written notice to the other; a copy of any notice of termination shall be provided to the HHS granting authority.
- (11) Sole Agreement. This Agreement contains the entire agreement of the parties and their rights, duties, and their obligations to each other. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either written or verbal between the parties.
- (12) Disputes. The Governing Council and the Board of Health will use their best efforts to carry out the terms of this agreement in a spirit of cooperation and will resolve by negotiation any disputes occurring hereunder.
- (13) Written Changes Only. No modification of the Agreement or attempted waiver of the provisions herein shall be valid unless in writing and signed by the party against whom the same is sought to be enforced.
- (14) Construction. In construing this Agreement, wherever such be appropriate, the singular tense shall also mean the plural and the plural shall also mean the singular. The male and/or neuter gender shall encompass all genders.
- (15) Choice of Laws. This agreement shall be construed in accordance with the laws of the State of Illinois.
- (16) Notice. Any notice provided for hereunder shall be in writing and shall be deemed given by (I) personal delivery upon written receipt of the party to whom it is addressed or (II) upon its deposit in the United States Mail, first class postage prepaid and addressed.

If to the Board of Health:

President  
Lake County Board of Health  
3010 Grand Avenue  
Waukegan, IL 60085

If to the Governing Council:

Chair  
Lake County Community Health Center Governing Council  
3010 Grand Avenue  
Waukegan, IL 60085

If to the Lake County Health Department and Community Health Center

Executive Director  
Lake County Health Department  
3010 Grand Avenue  
Waukegan, IL 60085

- (17) Waiver of Breach. Waiver, by any party to this Agreement, of any breach of any provision hereof by any other party shall not operate or be construed as a waiver by such party of any subsequent breach, whether such breach shall be of the same provision of different provision.
- (18) Severability. If any provision of this Agreement or the application of such provision to any person or circumstance shall be held invalid, the remaining provisions of this Agreement, and the application of such provisions to persons or circumstances other than those to which it is held invalid, shall not be affected thereby.
- (19) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.
- (20) Binding Effect: Benefit. This Agreement shall inure to the benefit of and be binding upon the parties hereto, their legal representatives, heirs, successors, and assigns.



